

AGREEMENT

1. Great Lakes Pipe Line Company, a Delaware corporation, hereinafter called "Great Lakes" agrees to release, quit claim and convey, with intent to abandon, when its two existing pipe lines have been moved to the new easement described below, all of its right, title and interest acquired by virtue of the Right of Way Agreement executed by Mary A. Sautter and Alma M. Sautter on November 23, 1945, and recorded in Book 12 of Miscellaneous at Page 598 in the office of the County Clerk of Sarpy County, Nebraska, in and to the following, and no other, described land:

A certain strip or parcel of land situated in the W 1/2 of the NW 1/4 of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, said strip or parcel being 100 feet in width and being more particularly described as follows:

Beginning at a point on the westerly line of the NW 1/4 of said Section 14; said point being 1583.40 feet northerly of the W 1/4 corner of said Section 14; thence N 0° 11' 00" E, (assumed bearing) along said westerly line of the NW 1/4, a distance of 108.38 feet; thence S 67° 07' 30" E, a distance of 93.58 feet; thence S 45° 22' 30" E, a distance of 359.85 feet; thence S 46° 34' 32" W, a distance of 100.07 feet; thence N 45° 22' 30" W, a distance of 537.29 feet; thence N 67° 07' 30" W, a distance of 32.50 feet to the point of beginning.

2. Decker Enterprises, Inc., a Nebraska corporation, the Village of La Vista, a municipal corporation of Sarpy County, Nebraska, and the Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, hereinafter called "Grantors", do hereby grant to Great Lakes the right at any time or times to construct, maintain, inspect, operate, protect, repair, replace, change the size of and remove a pipe line or pipe lines and appurtenances for the transportation of oil or oil products, gas and water and, if necessary, to construct, maintain, operate, repair, remove and replace communication and control facilities along a route to be selected by Great Lakes with the right of ingress and egress at convenient points to and from said facilities or any of them for the purposes aforesaid on, over and through the following described land:

A certain strip or parcel of land, situated in the W 1/2 of the NW 1/4 of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, and being more particularly described as follows:

Beginning at a point on the westerly line of the NW 1/4 of said Section 14; said point being 1584.60 feet northerly of the W 1/4 corner of said Section 14; thence N 0° 11' 00" E, (assumed bearing) along said westerly line of the NW 1/4, a distance of 74.18 feet; thence S 70° 29' 17" E, a distance of

FILED FOR RECORD IN SARPY COUNTY NEBR. *March 27 1963* AT *1:00* O'CLOCK *P.M.*

AND RECORDED IN BOOK *12* OF *12* PAGE *329* REGISTER OF DEEDS

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269.34 feet; thence S 45° 39' 27" E, a distance of 146.88 feet; thence S 25° 37' 01" E, a distance of 168.03 feet; thence S 45° 22' 30" E, a distance of 74.77 feet; thence S 46° 34' 32" W, a distance of 190.07 feet; thence N 25° 37' 01" W, a distance of 256.63 feet; thence N 45° 39' 27" W, a distance of 119.10 feet; thence N 70° 29' 17" W, a distance of 229.38 feet to the point of beginning.

The said Grantors may use and enjoy the said premises except as inconsistent with the rights herein given Great Lakes. Grantors agree not to erect, construct or create any building, improvement, structure or obstruction of any kind either above or below the surface of the ground on the strip or tract of land granted to Great Lakes, or change the grade thereof, or permit these things to be done by others, without the express written permission of Great Lakes. Grantors shall assume, protect, indemnify and save Great Lakes harmless from any and all loss, cost, damage or expense, including attorney's fees and court costs, which Great Lakes may suffer, or sustain, or be liable for, and against any and all claims, demands, or suits arising out of injury to or death of persons or animals, including care and loss of services, and/or loss of or damage to property (whether of the parties hereto, or of others), including loss of use thereof, arising out of, occurring in, or in connection with the exercise of any granted permission, except such as may be caused by the sole or concurring negligence of Great Lakes.

Great Lakes hereby covenants, insofar as it is practicable so to do, to bury said pipe line or pipe lines so as not to interfere with the ordinary cultivation of that part of said premises which at the time of construction has been under cultivation, except that, at the option of Great Lakes, said pipe lines may be placed above any stream, ravine, ditch or other water course.

All damages to crops, surfaces, fences, or other improvements on said premises (except as otherwise provided in this Agreement) for and because of the laying of each line of pipe in excess of two shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the third line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the third. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be

appointed by the owner of the premises, one by Great Lakes, and the third by the two so appointed as aforesaid, the award of two such persons being final and conclusive.

3. All covenants in this Agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

4. Each public corporation signing this Agreement shall supply Great Lakes with copies of the ordinance or resolution authorizing such signing.

Dated this 1st day of February, 1962.

ATTEST:

[Signature]

Secretary

DECKER ENTERPRISES, INC.

BY [Signature]

President

VILLAGE OF LA VISTA, a municipal corporation of Sarpy County, Nebraska

BY [Signature]

TITLE: Chairman of Board

BY \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

[Signature]

Clerk - Village of La Vista

SANITARY AND IMPROVEMENT DISTRICT NO. 4 OF SARPY COUNTY, NEBRASKA

BY [Signature]

TITLE: Chairman

BY [Signature]

TITLE: Clerk

ATTEST:

[Signature]  
Asst Secretary

GREAT LAKES PIPE LINE COMPANY

BY [Signature]

Grey Lindsey  
Vice President

MORTGAGEES' CONSENT

Alma M. Sautter, a single woman, and the First Federal Savings and Loan Association of Lincoln, Nebraska, a corporation, record mortgages to the land

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described in paragraph 2 of the above Agreement, hereby subordinate their respective mortgages to the easement granted to Great Lakes Pipe Line Company under the above Agreement.

Dated this 9<sup>th</sup> day of January, 1963.

ALMA M. SAUTER, a single woman

Alma M. Sauter (SEAL)

ATTEST:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LINCOLN, NEBRASKA

Wm J. Schmitt Jr  
Secretary

BY John E. Deane  
Vice-President

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS

Before me, the undersigned, a Notary Public, in and for the county aforesaid on this 1st day of February, 1963, personally appeared Don Decker, President of Decker Enterprises, Inc., a corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as President for Decker Enterprises, Inc., a corporation, for the uses and purposes set forth.

WITNESS my hand and seal.

J. F. Pomeroy  
Notary Public

My commission expires: 17th day of December, 1965

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS

Before me, the undersigned, a Notary Public, in and for the county aforesaid on this 1st day of March, 1963, personally appeared Gerald F. Reels and Wilma J. Bolan of Village of La Vista, a municipal corporation of Sarpy County, Nebraska, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as Chairman of Board and Clerk for Village of La Vista, a municipal corporation, for the uses and purposes set forth.

WITNESS my hand and seal.

M. J. Kautz  
Notary Public

My commission expires: March 28, 1965

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF Douglas )

Before me, the undersigned, a Notary Public, in and for the county aforesaid on this 1st day of March, 1963, personally appeared John E. Dean and John E. Dean, of Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as John E. Dean and John E. Dean for Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, for the uses and purposes set forth.

WITNESS my hand and seal

Clark Beck  
Notary Public

My commission expires: Sept 11, 1965

STATE OF MISSOURI )  
 ) SS  
COUNTY OF JACKSON )

Before me, the undersigned, a Notary Public, in and for the county aforesaid, on this 22nd day of March, 1963, appeared Grey Linsley, Vice President of Great Lakes Pipe Line Company, a corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as Vice President for Great Lakes Pipe Line Company, a corporation, for the uses and purposes set forth.

WITNESS my hand and seal.

Notary Public

My commission expires: Sept 11, 1964

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF Douglas )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9th day of January, 1963, personally appeared Alma M. Sautter, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same for the uses and purposes set forth.

WITNESS my hand and seal.

Charles A. Schurr  
Notary Public

My commission expires: April 18, 1967

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF Lancaster )

Before me, the undersigned, a Notary Public, in and for the county aforesaid, on this 28th day of February, 1963, personally appeared John E. Dean, Vice-President of First Federal Savings and Loan Association of Lincoln, Nebraska, a corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as Vice-President for First Federal Savings and Loan Association of Lincoln, Nebraska, a corporation, for the uses and purposes set forth.

WITNESS my hand and seal

Alvin G. Alden  
Notary Public

My commission expires: June 21, 1966